



WILLIAM T FUJIOKA  
Chief Executive Officer

## County of Los Angeles CHIEF EXECUTIVE OFFICE

Kenneth Hahn Hall of Administration  
500 West Temple Street, Room 713, Los Angeles, California 90012  
(213) 974-1101  
<http://ceo.lacounty.gov>

*"To Enrich Lives Through Effective And Caring Service"*

Board of Supervisors  
GLORIA MOLINA  
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MARK RIDLEY-THOMAS  
Second District

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Third District

DON KNABE  
Fourth District

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Fifth District

May 13, 2014

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

## ADOPTED

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

17 May 13, 2014

*Sachi A. Hamai*  
SACHI A. HAMAI  
EXECUTIVE OFFICER

### **TEN-YEAR TELECOMMUNICATION LEASE DEPARTMENT OF HEALTH SERVICES WALNUT VALLEY WATER DISTRICT RIDGE LINE RESERVOIR - DIAMOND BAR (FOURTH DISTRICT) (3-VOTES)**

#### **SUBJECT**

A ten-year telecommunication lease agreement at the Ridge Line Reservoir of the Walnut Valley Water District in Diamond Bar, allowing the Los Angeles County Department of Health Services to provide critical telecommunication coverage for paramedics with the Pomona Valley Medical Center along the Brea Canyon Corridor.

#### **IT IS RECOMMENDED THAT THE BOARD:**

1. Find that the proposed lease agreement is categorically exempt from the provisions of the California Environmental Quality Act, pursuant to Class 1 of the Environmental Document Reporting Procedures and Guidelines adopted by the Board, per Section 15301 of the State of California Environmental Act Guidelines (Existing Facilities).
2. Approve and instruct the Chairman to sign the ten-year telecommunication lease agreement (Project) with the Walnut Valley Water District for a radio transmitter at the Ridge Line Reservoir facility. The lease term will commence upon approval by the Board.
3. Authorize the Chief Executive Officer and the Directors of Health Services and Internal Services to implement the Project.

## **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of the recommendation is to provide the County of Los Angeles (County) with continued use of the Ridge Line Reservoir Communication Site (Site), which was originally leased and utilized by the County for the Department of Health Services (DHS), Emergency Medical Services Agency (EMS) in 1993. The current lease expired on May 10, 2014. The proposed action allows nurses and physicians at the Pomona Valley Medical Center to communicate patient conditions with field paramedics, through the use of a 10-frequency radio system in operation at the Site. The communication system provides emergency medical coverage to the City of Diamond Bar and those who travel on the State Route 57 and State Route 60 freeways within the Brea Canyon Corridor.

## **Implementation of Strategic Plan Goals**

The Countywide Strategic Plan Goal of Operational Effectiveness (Goal 1), directs that we maximize the effectiveness of process, structure, and operations to support timely delivery of customer-oriented and efficient public service. In this case, the County is demonstrating interagency cooperation and goodwill by providing the public with a reliable communication system service, which is an essential component to protecting communities.

## **FISCAL IMPACT/FINANCING**

DHS will incur an initial one-time service cost of \$1,000, an annual license fee of \$150, and an annual electrical utility fee of \$250 for the lease term, which is similar to the previous lease executed in 2004. This nominal rent represents basic operating costs incurred by the Walnut Valley Water District (District) and does not reflect normal market rental rates for this type of use.

## **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

Since 1993, DHS has leased the Site to provide reliable communication coverage along the Brea Canyon Corridor for paramedics and medical staff at San Dimas Community Hospital.

The Site, measuring approximately 300 square feet, was improved with County owned communication facilities consisting of an outdoor equipment cabinet, a radio transmitter, and a pole-mounted antenna. It is situated within a fenced parcel of land that serves as one of the District's "tank farms" known as Ridge Line Reservoir, located in the City of Diamond Bar. Due to the peculiar topography of the area, the County's Internal Services Department (ISD) has determined that County's telecommunication coverage requirement within the Brea Canyon Corridor cannot be obtained unless the District's Site is utilized.

The previous ten-year lease (Lease No. 74864) was approved by the Board on May 11, 2004, and expired on May 10, 2014. The DHS, EMS supports the continued use of the Site, and County Counsel has reviewed and approved as to form all of the documentation being presented for Board approval.

## **ENVIRONMENTAL DOCUMENTATION**

The Chief Executive Office (CEO) has concluded that this Project is exempt from the California Environmental Quality Act (CEQA) as specified in Class 1 of the Environmental Document Reporting Procedures and Guidelines adopted by the Board, and Section 15301 of the State CEQA Guidelines (Existing Facilities).

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The recommended actions will not impact/affect any current services. There will be no compromise of emergency services or disruption of vital communication.

**CONCLUSION**

It is requested that the Executive Office, Board of Supervisors return duplicate stamped copies of the Board letter and two executed original copies of the lease agreement to the CEO, Real Estate Division at 222 South Hill Street, 3rd Floor, Los Angeles, CA 90012 for further processing.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "W. T. Fujioka", followed by a small "for" written below it.

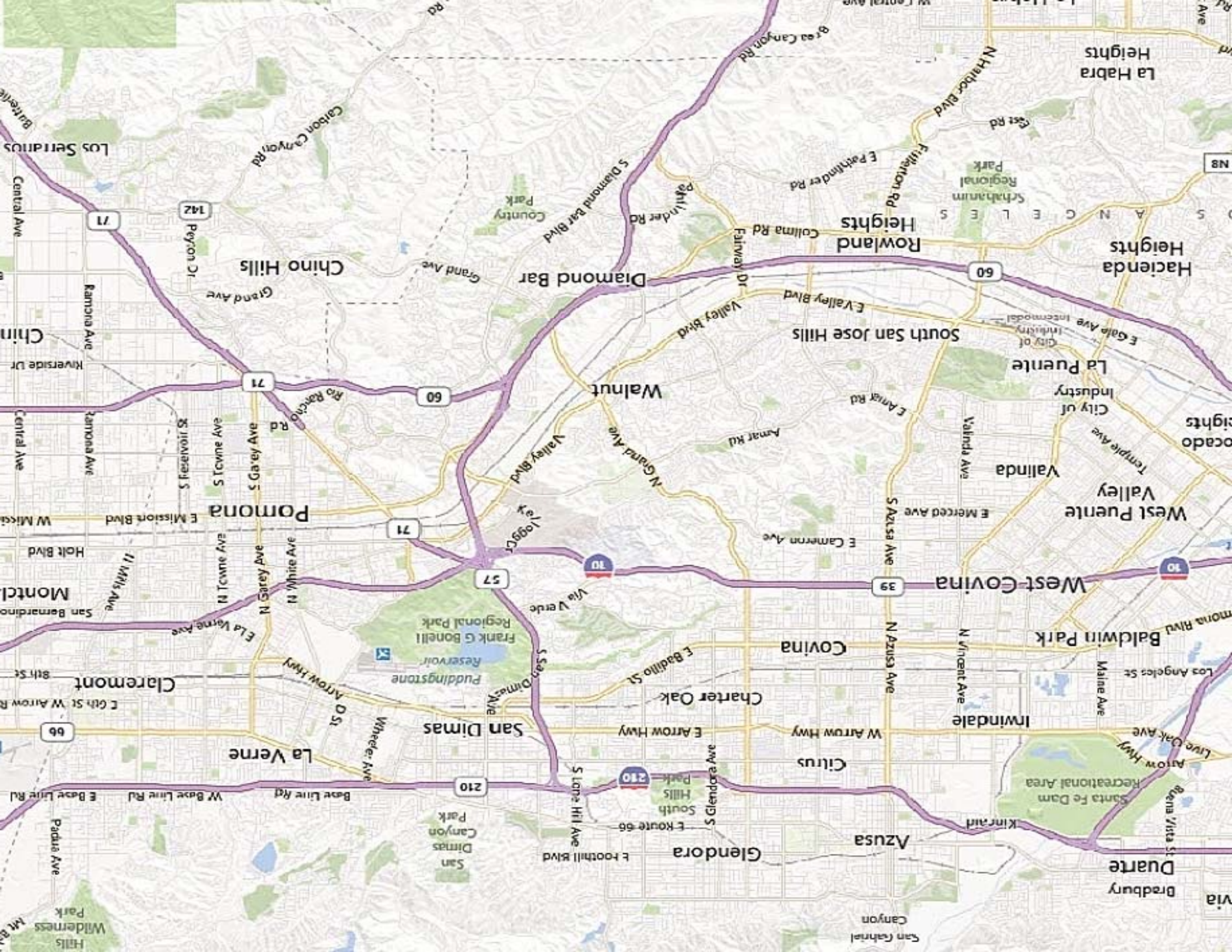
WILLIAM T FUJIOKA  
Chief Executive Officer

WTF:RLR:CMM  
CEM:EJ:gw

Enclosures

c: Executive Office, Board of Supervisors  
County Counsel  
Auditor-Controller  
Health Services  
Internal Services







## COMMUNICATIONS SITE LEASE

This Lease is made this 13th day of May, 2014, by and between WALNUT VALLEY WATER DISTRICT ("District"), a special district, and the County of Los Angeles ("Lessee"), a body corporate and politic, with reference to the following:

- A. District is the owner of certain land commonly known as the Ridge Line Reservoir, in Diamond Bar, California, which is presently used in District operations.
- B. Lessee desires to lease a certain portion of such land for the purpose of maintaining a communications site.

### THE PARTIES AGREE AS FOLLOWS:

1. Lease of Site. The District hereby leases to Lessee, and Lessee hires from the District, a portion of the real property described in Exhibit A attached hereto and incorporated herein ("Premises"), as shown in the sketch attached hereto as Exhibit B and incorporated herein, upon the terms provided in this Agreement.

2. Term. The term of this Lease shall be ten (10) years commencing upon approval of this Lease by the Los Angeles County Board of Supervisors, and terminating ten (10) years thereafter, unless sooner terminated as herein provided.

3. Rent. Concurrent with the execution of this Lease, Lessee shall pay to the District as rent for the Premises the sum of One Thousand Dollars (\$1,000.00) for the first year and One Hundred and Fifty Dollars (\$150.00) per year for each year thereafter, with payment due in advance on the anniversary of each year of the lease term. The District will submit invoices for rent.

4. Electrical Power. In addition to the rent provided in Paragraph 3 above, Lessee shall pay annually, upon receipt of invoice, Two Hundred and Fifty Dollars (\$250.00) for electricity.

5. Purpose. Subject to any modifications or update approved by the District, as set forth below, the Premises shall be used solely for the operation and maintenance of existing communication equipment, which consists of one (1) each 75 watt transmitter, or any suitable replacement equipment that does not substantially increase the burden placed on the Premises (the "Permitted Use"), provided that the District shall approve the installation of any such replacement equipment. Lessee shall submit any equipment modification or update plans to the District, and shall secure the District's written approval thereof, for any work of improvement, to be constructed in connection with Lessee's use of the Premises, prior to the commencement of construction, modification or update of equipment. The District's approval under this Paragraph 5 shall not be unreasonably withheld.

6. Restriction on Use. Lessee acknowledges that its rights granted hereunder are non-exclusive. Lessee's use of the Premises shall be for the Permitted Use and for no other

purpose. Lessee shall not use nor permit the use of the Premises for any purpose other than the Permitted Use, nor in a manner that will interfere with District's operation of its facilities. Operation of Lessee's radio equipment at the site shall not interfere with other electrical or radio equipment of the District or others, or with any other uses that exist on the site on the Commencement Date. Lessee shall not use or permit the use of the Premises in any manner that will emit disturbing noise or noxious fumes. Should any governmental authority require that a permit, license, or authority be secured for the installation, use, or maintenance of any equipment on the Premises, Lessee shall secure such permit at Lessee's sole expense. Except as provided herein, District makes no representation or warranty concerning the provisions of any covenants, conditions, restrictions, easements, or rights-of-way of record or otherwise which might restrict the use of the Premises for the contemplated purposes. Lessee shall maintain the Premises, and its improvements and equipment placed thereon, throughout the initial term and all renewal terms in good condition as determined by the District.

a. Lessee shall comply with the Federal Communications Commission (FCC) Electromagnetic Radiation guidelines regarding human exposure to radiofrequency emissions. If Lessee's equipment has not been evaluated as being in compliance with those guidelines, Lessee shall prepare and file with the FCC an Environmental Assessment under the National Environmental Policy Act of 1969. Lessee shall provide a copy of that Environmental Assessment to the District.

b. If in connection with performing necessary maintenance of District facilities near Lessee's antennas there is a reasonable possibility of overexposure of District employees to radiofrequency emissions, then upon twenty-four (24) hours' notice to Lessee, the power to Lessee's antennas shall be turned off while District workers perform such maintenance work near Lessee's antennas.

7. Hold Harmless. Lessee shall save and protect the Premises and District, and hold the District harmless, from any and all liens, costs, expenses, damages and liability, including reasonable attorneys' fees, to the extent arising out of or resulting from Lessee's occupancy of the Premises and activities, including, but not limited to, construction, maintenance, operation, or removal of Lessee's equipment or improvements on the Premises. Lessee shall secure and maintain a broad-form comprehensive coverage policy of general liability insurance, issued by an insurance company reasonably acceptable to District, or have sufficient self-insurance insuring District against any loss or inability caused by or connected with Lessee's occupation and use of the Premises. Limits of coverage shall not be less than Two Million Dollars (\$2,000,000) for injury or death of one person and Five Million Dollars (\$5,000,000) in the aggregate for injury and death as a result of a single accident or incident, and for damage to or destruction of any property. Said policy or policies of insurance shall name District as an additional insured. Lessee shall provide District with a Certificate of Insurance evidencing said coverage or other proof of coverage acceptable to District in its sole discretion, and Lessee shall provide for non-cancellation without giving at least thirty (30) days' prior written notice to the District. Maintenance of insurance shall not relieve Lessee of its obligations to indemnify District.

8. Access. Lessee shall have a non-exclusive right of access to the Premises at reasonable times solely for the purpose of operating and maintaining said equipment. The District shall be notified in advance prior to entering the premises for any reason.

9. Termination. This lease may be terminated by the District upon seven (7) days written notice to Lessee upon the following conditions:

- a. Failure by Lessee to pay rent when due, followed by failure to cure such default for five (5) days thereafter;
- b. Failure by Lessee to comply with all terms and conditions of this Lease;
- c. Discontinued use of the site by the District as a reservoir;
- d. Interference with District current or future needs/use of the Premises or interference with communication operations of District in violation of Section 6 herein; provided, however, that such seven (7) days' notice shall not be given until: (i) a determination has been made jointly by District and Lessee that the subject interference is caused by Lessee's operations; and (ii) Lessee has been given thirty (30) days in which to attempt to cure the interference and has been unable to substantially eliminate the interference during that period.

This Lease may be terminated upon thirty (30) days' written notice if use of the Premises for the purposes specified is prohibited by another government entity, or by law. This Lease may be terminated upon six (6) months' written notice if District's Board of Directors, in its sole discretion, determines that the Premises are necessary for another public use. In all other events, this Lease may be terminated by either party, with or without cause, upon twelve (12) months' written notice. In the event of the early termination of this Lease, the District shall, on the date of its subsequent monthly meeting of the Board of Directors following the removal of Lessee's communication equipment from the Premises, refund to Lessee the prorated rent and electrical power charges applicable to the unexpired portion of the Lease term, calculated for rent at the rate of One Hundred Fifty Dollars (\$150.00) per year (unless such termination occurs during the first year of the Lease term, in which case the rent to be refunded shall include prorated rent at the rate of One Thousand Dollars (\$1,000.00) for the unexpired portion of that first year only) and electrical power charges of Two Hundred Fifty Dollars (\$250.00) per year, calculated from the end of the applicable notice period set forth above to the end of the Lease term. Upon termination of this Lease, Lessee shall remove any improvements constructed on the Premises by Lessee, and shall restore the Premises to as good a condition as they were in at the time of execution of this Lease. Any improvements or equipment of Lessee remaining on the Premises more than sixty (60) days after the date of termination shall, at District's option, become the property of District, otherwise District may have such improvements and equipment removed at Lessee's expense.

10. No Assignment. Neither this lease nor any interest herein, whether legal or equitable, may be assigned, alienated, pledged, mortgaged, or hypothecated, voluntarily or by operation of law, without the written consent of the District, and any attempted assignment without such consent shall be void.

11. No Waiver of Breach. No failure by the District to insist upon the strict performance by Lessee of any covenant, term or condition of this Lease or to exercise any right or remedy consequently upon a breach thereof, shall constitute a waiver of any such breach or of such covenant, term or condition. No waiver or any breach shall affect or alter this Lease, but each and every covenant, condition, and term shall continue in full force and effect with respect to any other then existing or subsequent breach.

12. Time of the Essence. Time is of the essence of this Lease and of each provision herein.

13. Attorneys' Fees. In any action, at law or in equity, seeking to interpret or enforce the terms of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs incurred in prosecuting or defending such action, in addition to such other relief to which such party shall be entitled.

14. Partial Invalidity. If any term, covenant, condition or provision of this Lease is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

15. Binding on Successors. Each and all of the covenants, terms and conditions herein contained shall, in accordance with the context, inure to the benefit of the District and apply to and bind Lessee and Lessee's respective heirs, legatees, devisees, administrators, and successors. Nothing in this paragraph shall in any way alter the provisions herein contained against assignment or hypothecation of this Lease.

16. Notice. All notices, demands or requests shall be deemed given upon delivery or three (3) days after deposit in the United States mail, postage prepaid, and addressed as follows:

If to District: Walnut Valley Water District  
271 South Brea Canyon Road  
Walnut, CA 91789  
Attention: General Manager

If to Lessee: County of Los Angeles  
Chief Administrative Office – Real Estate Division  
222 South Hill Street, 3<sup>rd</sup> Floor  
Los Angeles, CA 90012  
Attention: Christopher M. Montana, Director of Real Estate

17. Headings. The captions of paragraphs of this Lease are for convenience only and do not in any way limit or amplify terms and conditions hereof.


18. Entire Agreement. This Lease contains the entire agreement with respect to the matters covered herein and is not subject to modification except in writing.



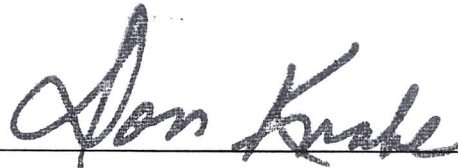
IN WITNESS WHEREOF, the District has executed this Lease or caused it to be duly executed and the Lessee, by order of its Board of Supervisors, has caused this Lease to be executed on its behalf by the Chairman of said Board and attested by the Clerk thereof the day, month, and year first above written.

WALNUT VALLEY WATER DISTRICT

COUNTY OF LOS ANGELES



Michael Holmes, General Manager



DON KNABE  
Chairman, Board of Supervisors

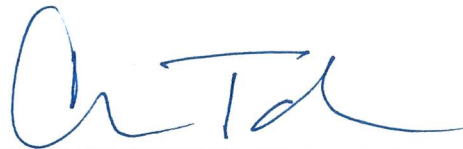
**ADOPTED**  
BOARD OF SUPERVISORS

#17 MAY 13 2014

  
SACHI A. HAMAI  
EXECUTIVE OFFICER

ATTEST:

SACHI A. HAMAI  
Executive Officer-Board of Supervisors

  
Deputy

APPROVED AS TO FORM:


JOHN KRATTLI  
County Counsel

  
Deputy



I hereby certify that pursuant to  
Section 25103 of the Government Code,  
delivery of this document has been made.

SACHI A. HAMAI  
Executive Officer  
Clerk of the Board of Supervisors

By   
Deputy

78162

## **EXHIBIT "A"**

### **WALNUT VALLEY WATER DISTRICT RIDGE LINE RESERVOIR SITE, DIAMOND BAR**

#### **LEGAL DESCRIPTION**

Lot 155 of Tract No. 30091 recorded in Book 789, Pages 51 through 75 of Maps in the Office of the County Recorder of Los Angeles County, except that portion of said Lot described as follows:

Beginning at the most westerly corner of said Lot, said corner being a point in the centerline of Ridge Line Road (private street); thence southeasterly along the westerly side of said Lot along a radial bearing of south 34° 21' 40" east, a distance of 32.00 feet; thence south 40° 34' 01" east, a distance of 118.20 feet; thence north 49° 52' 05" east, a distance of 175.43 feet; thence north 40° 35' 15" west, a distance of 137.74 feet to the centerline of Ridge Line Road (private street); then south 53° 54' 45" west, a distance of 163.42 feet to the beginning of a tangent curve, concave to the northwest and having a radius of 300 feet; thence southwesterly along said curve through a central angle of 1° 43' 35" a distance of 9.04 feet to the point of beginning.



SCALE: 1"=100'

RIDGE LINE ROAD

ROCKY VIEW ROAD

RESERVOIR  
"C"

RESERVOIR  
"A"

RESERVOIR  
"B"

ANTENNA LOCATION  
OF DEPARTMENT OF  
HEALTH SERVICES

LAZY TRAIL ROAD

DEPARTMENT OF HEALTH SERVICES  
COUNTY OF LOS ANGELES

## WALNUT VALLEY WATER DISTRICT

REVISIONS

RIDGE LINE RESERVOIR SITE  
ANTENNA LOCATION

EXHIBIT "B"

DRAWN BY: MSB

DATE: 10/17/02